

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

ADRIEL OSORIO, on behalf of himself and
all similarly situated persons,

Plaintiff,

v.

SPRINT/UNITED MANAGEMENT
COMPANY, and DOES 1-20,

Defendants.

JURY TRIAL DEMANDED

Case No. 08 CV 3228

Judge Darrah

Magistrate Judge Cole

FOURTH EXTENDED TOLLING STIPULATION

Plaintiff Adriel Osorio ("Plaintiff"), individually and on behalf of all similarly situated persons including plaintiffs who consent to join or are deemed party plaintiffs, and Defendant Sprint/United Management Company ("Defendant"), (collectively, "the Parties"), by their attorneys, stipulate and state as follows:

WHEREAS, Plaintiff alleges and seeks to make claims in this action, individually and on behalf of all similarly situated putative class members and/or members of a collective action (collectively hereinafter, "Plaintiffs"), pursuant to, *inter alia*, the Fair Labor Standards Act ("FLSA") and under state law;

WHEREAS, Defendant has filed its Answer to Plaintiff's Second Amended Complaint;

WHEREAS, the Parties are engaged in ongoing communications regarding the prospective resolution of said claims; and

WHEREAS, the Parties wish to suspend the running of any applicable statutes of limitations applicable to Plaintiffs' FLSA and state-law claims so as to permit the Parties to focus on the potential resolution of Plaintiffs' claims;

THEREFORE, Plaintiffs and Defendant stipulate and agree as follows:

1. The Parties agree to suspend the statute of limitations for Plaintiffs' FLSA and state-law claims from October 2, 2009, which is the date of expiration of the Parties' previously filed stipulated tolling agreement, up to and including November 1, 2009 ("Tolling Period"). The Tolling Period may be extended in thirty (30) day increments by written consent of both Parties. Either Plaintiff or Defendant may withdraw their consent to suspension of the statute of limitations during the Tolling Period upon seven (7) days written notice to the opposing party;

2. This stipulation does not constitute any admission of liability by Defendant; nor does it constitute any admission or acknowledgment by Plaintiffs that any statute of limitations has run or is applicable to Plaintiffs' FLSA or state-law claims; nor is it intended to waive the statute of limitations to the extent it has run on any claims prior to the date of this agreement;

3. This stipulation shall be binding on the Parties, and their respective successors, agents and assigns; and

4. This stipulation may be signed, executed and transmitted in one or more counterparts, and via facsimile, photocopy, or electronically imaged file (e.g., .PDF), with the same force and effect as if all parties had executed a single copy of this Agreement with original signatures.

Dated: October 20, 2009.

**Adriel Osorio on behalf of himself and
all similarly situated persons**

/s/ Ilan Chorowsky
Ilan Chorowsky

Sprint/United Management Company

/s/ Christopher J. Willis
Christopher J. Willis